seem to be that, where the notice is cancelled with the consent of both parties before the date set for its expiration, a new tenancy is not necessarily created.

NEGLIGENCE—RES IPSA LOQUITUR.—D laundry company was the lessee of P's premises, which were damaged by an explosion of the laundry boiler. D casualty company had inspected the boiler and issued a contract of insurance thereon to the laundry company. In an action against both it was *held,* the doctrine of *res ipsa loquitur* applied to the laundry company, which was in exclusive control of the boiler, but did not apply to the casualty company because it was not in control. *Kleinman* v. *Banner Laundry Company et al.* (Minn., 1921), 186 N. W. 123.

The fact that the Minnesota court applied the doctrine of *res ipsa loquitur* to a boiler explosion is of no particular importance in view of the same holding in an earlier case. *Fay* v. *Davidson,* 13 Minn. 523. For a collection of cases indicating that the modern tendency is to the contrary, see note in 113 Am. St. R. 986. The interesting point is the distinction made between the laundry company and the casualty company. The report does not indicate upon what theory the casualty company was joined in the action. It may have been for its own possible negligence in inspection, etc. *Van Winkle* v. *American Steam Boiler Co.,* 52 N. J. L. 240. If such was the case, the distinction appears to be sound. No inference of negligence can logically be drawn against it from the mere fact that the boiler exploded while in the exclusive control of another. Application of the doctrine would result in a finding of negligence, but would not determine whose negligence it was. However, the casualty company may have been joined as the real party in interest by virtue of the contract of insurance, the terms of which do not appear in the report. If this was the case, and the casualty company was liable for the negligence of the assured, the distinction which the court makes would appear to be erroneous. Although the cases are replete with declarations that the doctrine of *res ipsa loquitur* has no application unless the defendant was in exclusive control, yet in all these cases, so far as has been found, the negligence sought to be inferred was the negligence of the defendant. *McGillivray* v. *Grt. North. Ry. Co.,* 138 Minn. 278; *Transportation Co.* v. *Downer,* 11 Wall. (U. S.) 129; *Scott* v. *Dock Co.,* 3 Hurl. & C. 596. No case has been found in which the question has been squarely raised, but it is submitted that the doctrine is applicable on principle against anyone who is liable for the negligence of another if it would be applicable against that other.

SALES—RIGHTS OF THIRD PARTIES UNDER WARRANTIES.—In a suit by the vendee against the vendor for failure of vendor's warranty of title the court said by way of *dictum:* "Warranties of chattels are available only between the parties to the contract and not in favor of third parties." *Crocker* v. *Barron* (Mo., 1921), 234 S. W. 1032.

This statement has been generally held to express the law. 14 MICH. L. REV. 264; WILLISTON, CONTRACTS, § 998; WILLISTON, SALES, § 244; *Talley*